

Special conditions /Specifications as per attached sheet shall apply (Special works).

1. The whole of the work shall be executed in conformity with the up to date General Condition of Contract-April 2022 & their corrections if any and N. E. Railway's Standard Specification of the material and work, all corrected up-to-date, in conjunction with special conditions mentioned below and in the event of any conflict or contradiction between the provision of special conditions and up to date General Condition of Contract with latest correction slips if any and N. E. Railway's Standard Specification, the special conditions given here-under shall prevail. The decision of the Engineer in this connection will be final and binding on the contractor.
2. The contract shall not be vitiated by any error of any kind in the surveys, information, specifications, drawings or schedule of quantities. It is further provided that any drawings or schedule of quantities that will be supplied will represent the nature of work to be executed and do not necessarily represent as they will actually be executed from time to time as required.
3. All the materials which are to be used/supplied by the contractors must be approved by the Engineer In charge or his representative prior to use. Decision of Engineer in charge will be final and binding.
4. The rates are inclusive of all taxes legally liable and any other local taxes, license fees and royalty charges if any.
5. The quantities indicated in the 'tender schedule' are approximate and are as a guide to the tenderer(s) an idea of quantum of work involved. The Railway reserves the right to increase/decrease and/or delete or includes any of the quantities given therein the contractor(s) shall have no additional claim whatsoever in the event of any variation in face value on this account to the extent of 25%.
6. The rates for item of works, neither in tender schedule of CPWD nor in USSOR of N.E. Railway will be fixed based on latest schedule labour rates circulated by Labour Commissioner with all latest correction slips subject to approval of competent authority and for materials based in prevailing market rate".
7. Supply of materials by the Rly. will be confined only to the materials specifically mentioned in the applicable items of the schedule. All other materials required for the work must be supplied by the Contractor. Tool and Plants and other accessories viz, scaffolding etc. Materials will be supplied by the contractor unless otherwise stated specifically.
8. Materials to be supplied by the Railway such as cement, steels, S. M. Round, flats, angles, rails and joist will be supplied in Standard Length and quantity or as available at the rail head or at the IOWs store or anywhere in the station yard or at its Godown and shall have to be carted by the contractor to the site or works for which no extra payment will be made. Any damage to the materials supplied by the Railway during carriage or execution of work will be made good by the contractor. Contractor while receiving the material should ensure that they are as per specification. No complaint in this regard will be entertained thereafter.

The Railway will in no circumstances be responsible for delay in supply of the materials and the contractor shall not be entitled to any compensation whatsoever or claim on this

account. The delay due to late supply, will however, be given due consideration in granting extension of the time for completion for the work if found necessary.

9. Aggregates and cement for all cement concrete work must be properly mixed in machine to be provided by the contractor. Hand mixing may be allowed by Engineer In charge only in extreme emergency like sudden failure of machine in course of working where it is not possible to stop the work recording detailed reason in granting such permission. The work/portion of the work of CC/RCC where hand mixing has been done without such permission will be dismantled at the cost of contractor for which contractor will have no claim whatsoever. In case of hand mixing is of CC/RCC is permitted, 5% of the value of the work/portion of the work will be deducted from the bill.
10. All cement concrete work shall be compacted by suitable vibrator, which will be arranged by the contractor at their own expense. Work of CC/RCC shall be started only after ensuring availability of appropriate vibrator at the site of the work by the contractor.
11. Road roller, mixer, vibrator and other machines required in the execution of works under this contract shall be arranged by the contractor(s) at their own cost. However, Railway may supply on hire charges prevailing at the time of such use, on written request of the contractor depending upon the availability but such supply will not be binding on the Railway and no claim will lie on Railway for supplying the machine(s).
12. In case water is supplied from the existing piped water supply system, a charge on this account shall be made at 1% (one percent) on the amount of bills pertaining to the item of work on which water has been used. The cost of laying pipe fittings and specials and other connected work if carried out for bringing the water to the site of works will be borne by the contractor at their own cost. If water is not available from the Railway sources near the site, no claim whatsoever will be entertained from the contractor for non-supply of water by the Railway.
13. The contract document is a confidential and must be strictly confined to the contractor's own use (except so far as other disclosures to subcontractors or suppliers or other government agencies are obligatory) and to the purpose of the contract. Engineer shall furnish to the contractor two copies of all further drawing along with the contract and two copies of work. The contractor shall keep one copy of all such drawings on the site of work and the Engineer or his representative shall at all reasonable times have access to them. All contract documents including drawings copies thereof and extracts furnished to the contractor, shall be returned to the Engineer on the completion of work, or earlier on determination of the contract.
14. Materials required to be supplied by the Railways under GCC to the extent prescribed as per norm fixed from time to time based on the progress of the work shall be issued to the contractor at Senior Section Engineer (Works), Godown, Stores or anywhere like Station Yard etc. where materials have been stored by the Senior Section Engineer (Works) and no carting shall be paid for that. Any excess materials if issued shall be returned by the contractor in sound condition at Senior Section Engineer (Works) Godown at his own cost. In case of contractors' failure to return excess materials the recovery at double of the book rate is including freight, supervision and other incidental charges or the prevailing market rate including freight supervision and other incidental charges, which is higher, shall be recoverable from the contractor's dues. No transfer of materials from one contract agreement to another shall be permitted.

15. The contractor shall be allowed to use railway land for purpose of materials required for the works at the site of work or nearby as per decision of Engineer In charge. The extent of land, which can be occupied by the contractor, shall be restricted to 1500 sqft. Land occupied for storage of materials shall be vacated by the contractor within 3 months after completion of the work(s) or termination of the contract whichever is earlier. In case of failure to comply with the said provisions the occupation of Rly. Land shall be considered as unauthorized and the contractor shall be liable to pay fees@ 3 times outsider's rate for coal and oil plots as fixed by the Railway.
16. The empty cement bags for the supply of cement by the Railway shall be the property of the Contractor and the cost of the same shall be recovered at the rate fixed by Railway time to time subjected to revision.
17. Debris generated in course of work shall be removed from the site of the work and shall be dumped by the contractor at location (anywhere in the railway area at Gorakhpur) specified by Engineer in charge and no extra cost will be paid for this. If contractors fail to complete this work within a week time of the completion of the work, penalty @3% of cost of work will be recovered from the bill.
18. On the completion of the work to the satisfaction of Engineer In charge, completion certificate will be issued to the contractor clearly indicating date of completion. Contractor shall be responsible for maintenance of the work for further period of 12 calendar months. Any defects or flaw, detected during the maintenance period, will be rectified by repair/replacement of defective portion by contractors within fifteen (15) days of such notice in writing from Engineer In charge. If contractors fail to rectify the defects/flaw so noticed, the cost estimated by Engineer In charge for rectification of the defects, which will be final and binding on the contractor, shall be recovered from the **bank guarantee/security deposit/any amount due to contractor**, retained by the N. E. Railway or from any money due to the contractor under this or any other contract(s).
19. **Arbitration Clause**-In the event of any disputes or differences between the parties arising under this contract or in connection with this contract, the same shall be referred to the sole arbitration of General Manager of N. E. Railway, Gorakhpur or any Gazetted Railway Officer nominated by him. The provision mentioned in up-to-date General Condition of Contracts April 2022 as per Clause 63 & 64 with latest their correction slips if any shall be applicable to this arbitration clause, subject to provisions contained in the Arbitration and conciliation Act 1996 and the rules there under and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.

20. **VARIATIONS IN EXTENT OF CONTRACT: -**

20.1 **Modification to Contract to be in Writing:**

In the event of any of the provisions of the contract required to be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the Railway and the Contractor and no work shall proceed under such modifications until this has been done. Any verbal or written arrangement abandoning, modifying, extending, reducing or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the Railway unless and until the same is incorporated in a formal instrument

and signed by the Railway and the Contractor, and till then the Railway shall have the right to repudiate such arrangements.

20.2 Powers of Modification to Contract: -

The Engineer on behalf of the Railway shall be entitled by order in writing to enlarge or extend, diminish or reduce the works or make any alterations in their design, character position, site, quantities, dimensions or in the method of their execution or in the combination and use of materials for the execution thereof or to order any additional work to be done or any works not to be done and the Contractor will not be entitled, to any compensation for any increase/reduction in the quantities of work but will be paid only for the actual amount of work done and for approved materials supplied against a specific order.

20.3 **(i)** Unless otherwise specified in the special conditions of the contract, the accepted variation in quantity of each Individual item of the contract would be up to 25% of the quantity originally contracted, except in case of foundation work (in which no variation limit shall apply). However, the rates for the increased quantities shall be as per sub- para (iii) below.

(ii) The Contractor shall be bound to carry out the work at the agreed rates and shall not be entitled to any claim or any compensation whatsoever upto the limit of 25% variation in quantity of individual item of works.

(iii) In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, then same shall be executed at following rates.

(a) Quantities operated in excess of 125% but upto 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;

(b) Quantities operated in excess of 140% but upto 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;

(c) Variation in quantities of individual items beyond 150% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.

(d) Variation to quantities of Minor Value Item: The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1% of the total original contract value.

(d)i-Quantities operated upto and including 100% of the agreement quantity of the concerned minor value item, shall be paid at the rate awarded for that item in that particular tender;

(d)ii-Quantities operated in excess of 100% but upto 200% of the agreement quantity of the concerned minor value item, shall be paid at 98% of the rate awarded for that item in that particular tender;

(d)iii-Variation in quantities of individual minor value item beyond 200% will be avoided and would be permitted only in exceptional unavoidable circumstances and shall be paid at 96% of the rate awarded for that item in that particular tender.

(d)iv-In case of earthwork items, the variation limit of 25% shall apply to the gross quantity of earthwork items and variation in the quantities of individual classifications of soil shall not be subject to this limit.

(d)v-As far as Standard Schedule of Rates (SSOR) items are concerned, the variation limit of 25% would apply to the value of SSOR schedule (s) as a whole and not on individual SSOR items. However, in case of Non-Standard Schedule of Rates (SSOR) items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).

20.(4) Valuation of Variations:(Clause 42 (3) of GCC April- 2022)

The enlargements, extensions, diminution, reduction, alterations or additions referred to in Sub-Clause (2) of this clause shall in no degree affect the validity of the contract; but shall be performed by the Contractor as provided therein and be subject to the same conditions, stipulations and obligations as if they had been originally and expressively included and provided for in the Specifications and Drawings and the amounts to be paid therefor shall be calculated in accordance with the accepted Bill (s) of quantities Any extra item(s)/quantities of work falling outside the purview of the provisions of Sub-Clause (2) above shall be paid for at the rates determined under Clause-39 of GCC Conditions.

CLAIMS

20.(5) Quarterly Statement of Claims: The Contractor shall prepare and furnish to the Engineer once in every quarter commencing from the month following the month of issue of Letter of Acceptance, an account giving full and detailed particulars of all claims for any additional expenses to which the Contractor may consider himself entitled to and of all extra or additional works ordered by the Engineer which he has executed during the preceding quarter and no claim for payment for such work will be considered which has not been included in such particulars.

20.(6) Signing of "No Claim Certificate": The Contractor shall not be entitled to make any claim whatsoever against the Railway under or by virtue of or arising out of this contract, nor shall the Railway entertain or consider any such claim, if made by the Contractor, after he shall have signed a "No Claim Certificate" in favour of the Railway in such form as shall be required by the Railway after the works are finally measured up. The Contractor shall be debarred from disputing the correctness of the items covered by "No Claim Certificate" or demanding a clearance to arbitration in respect thereof.

**21. (Annexure to Board's letter no. F (X) I-95 /1/1 Dated 07-09-2021)
Rate of recovery of conservancy cess charges with effect from 01.07.2021 to 30.06.2026**

Description of Category		Average no. of labourers /workman employed per day	Conservancy cess charges to be recovered (per month)
1- Railway Contractors			
(a)	Engg. Works contractors (Engg.,Elect., Mech. & Signal etc.)	1 to 5	Rs. 159.00
		6 to 10	Rs. 312.00

		11 to 25	Rs. 785.00
(b)	Genl. Goods handling contractors including contractors awarded by store deptt.	26 to 50	Rs. 1143.00
		51 to 100	Rs.1534.00
		101 to 200	Rs. 1926.00
(c)	Coal handling ash pit cleaning contractors.	201 to 300	Rs. 2318.00
(d)	Railway siding use by the contractors	301 to 750	Rs. 2676.00
		751 to 1500	Rs. 5382.00
(e)	Contractor supplying water to engines.	1501 to 3000	Rs.10768.00
		3000 & over	Rs.21508.00

22. Stamp fee as prescribed under various provisions under Indian Stamp Act shall be borne by the contractor. Ensuring the genuineness of stamp papers, stamps being utilized by the contractor will be the responsibility of the contractor. Stamp papers / stamps should be the preferably purchased only from State treasury.
23. The vehicles and equipment's of the contractor can be drafted by Railway administration in case of accident/ natural calamities involving human lives.
24. The contractor shall employ the following technical staff during the execution of this work.
- One Graduate Engineer where the cost of the work to be executed is Rs. 2 Crore and above.
 - One qualified diploma holder (overseer) when the cost of the work to be executed is more than Rs. 25 lakhs but less than 2 Crore.

Technical staff should be available at site whenever required by the Engineer-in-charge to take instructions. In case the contractor fails to employ the Technical Staff as aforesaid, he shall be liable to pay a reasonable amount of Rs. 40,000/- (Rs. Forty thousand only) and Rs. 25,000/- (Rs. Twenty-five thousand only) for each month or part thereof for the default period for the provisions as maintained in para-a & b above respectively.

The decision of the Engineer-in-charge as to the period for which the required tech. staff was not employee by the contractor and as to the reasonableness of the amount to be deducted on this account shall be final and binding on the contractors.

25. **GENERAL CONDITION:**

Security Deposit: -Clause 16 .1 of IRSGCC- Security Deposit (Page 47 of GCC April-2022): -

The Security Deposit shall be 5% of the contract value. The Bid Security submitted by the Contractor with his tender will be retained/encased by the Railways as part of security for the due and faithful fulfillment of the contract by the Contractor. Provide further that, if Contractor submits the Cash or Term Deposit Receipt issued from a Scheduled commercial bank of India or irrevocable Bank Guarantee Bond from a Scheduled commercial bank of

India, either towards the Full Security Deposit the Part Security Deposit equal to or more than Bid Security, the Railway shall return the Bid Security, to the Contractor.

Balance of Security Deposit may be deposited by the Contractor in cash or Term Deposit Receipt issued from Scheduled commercial bank of India or irrevocable Bank Guarantee bond issued from Scheduled commercial bank of India, or may be recovered at the rate of 6% of the bill amount till the full Security Deposit is recovered. Provided also that in case of defaulting Contractor, the Railway may retain any amount due for payment to the Contractor on the pending "on account bills" so that the amounts so retained (including amount guaranteed through Performance Guarantee) may not exceed 10% of the total value of the contract.

The Irrevocable Bank Guarantee submitted towards Security deposit shall be initially valid up to the stipulated date of Maintenance period plus 60 days and shall be extended from time to time depending upon extension of contract granted in terms of Clause 17A and 17B of the Standard General Conditions of Contract.

Note: Security Deposit deposited in cash by the Contractor or recovered from the running bills of a Contractor or submitted by contractor as Term Deposit Receipt(s) can be refunded/ returned to the contractor, in lieu of irrevocable Bank Guarantee bond issued from scheduled commercial bank of India, to be submitted by him, for an amount equal to or more than the already available Security Deposit, provided however that, in a contract of value less than Rs. 50 crore, such refund/ return of the already available Security Deposit is permitted up to two time and in a contract of value equal to or more than Rs. 50 Crore, such refund/ return of the already available Security Deposit is permitted up to three times.

Refund of Security Deposit : Clause 16.2 (i) of IRSGCC- (Page 48 of GCC April- 2022):

Security Deposit mentioned in sub-clause (1) above shall be returned to the Contractor along with or after, the following:

(A) Final Payment of the Contract as per clause 51. (1) **and**

(B) Execution of Final Supplementary Agreement or Certification by Engineer that Railway has No Claim on Contractor **and**

(C) Maintenance Certificate Issued, on expiry of the maintenance period as per clause 50. (1), in case applicable.

Forfeiture of Security Deposit: Clause 16.2 (ii) of IRSGCC-(Page 48 of GCC April- 2022): -

Whenever the contract is rescinded as a whole under clause 62 (1) of these conditions the Security Deposit already with railways under the contract shall be forfeited. However, in case the contract is rescinded in part or parts under clause 62 (1) of these conditions, the Security Deposit shall not be forfeited.

Clause 16.3 of IRSGCC- (Page 48 of GCC April- 2022): -

No interest shall be payable upon the Bid Security and Security Deposit or amounts payable to the Contractor under the Contract, but Government Securities deposited in terms of Sub-Clause 16. (4) (b) of GCC will be payable with interest accrued thereon.

26. Performance Guarantee: - (As per advance correction slip No. 11 dated 13.03.2026 issued against Clause 16 (4), Part-II of GCC April/2022)

The procedure for obtaining Performance Guarantee is outlined below:-

(a) The successful bidder shall have to submit a Performance Guarantee (PG) within 21 (Twenty-one) days from the date of issue of Letter of Acceptance (LOA). Extension of time for submission of PG beyond 21 (Twenty-one) days and upto 60 days from the date of issue of LOA may be given by the Authority who is competent to sign the contract agreement. However, a penal interest of 12% per annum shall be charged for the delay beyond 21(Twenty-one) days, i.e., from 22nd day after the date of issue of LOA. Further, if the 60th day happens to be a declared holiday in the concerned office of the Railway, submission of PG can be accepted on the next working day.

In all other cases, if the Contractor fails to submit the requisite PG even after 60 days from the date of issue of LOA, the contract is liable to be terminated. In case contract is terminated railway shall be entitled to forfeit Bid Security and other dues payable to the contract against that particular contract, subject to maximum of PG amount. In case a tenderer has not submitted Bid Security on the strength of their registration as a Startup recognized by Department of Industrial Policy and Promotion (DIPP) under Ministry of Commerce and Industry, DIPP shall be informed to this effect.

The failed Contractor shall be debarred from participating in re-tender for that work.

(b)The successful bidder shall submit the Performance Guarantee (PG) amounting to 5% of the original contract value and Additional Performance Gurantee as per clause 16(4)(h) in any of the following forms

- (i) A deposit of Cash;
- (ii) Irrevocable Bank Guarantee;
- (iii) Insurance Surety Bond as per Annexure-XVII.

Note:

In case of extension of Date of Completion selected bidder needs to submit extended Insurance Surety Bond/Fresh Insurance Surety Bond/fresh Performance Security , in any form as given above, before expiry of existing Insurance Surety Bond.

- (iv) Government Securities including State Loan Bonds at 5% below the market value;
- (v) Pay Orders and Demand Drafts tendered by any Scheduled Commercial Bank of India;
- (vi) Guarantee Bonds executed or Deposits Receipts tendered by any Scheduled Commercial Bank of India;
- (vii) Deposit in the Post Office Saving Bank;
- (viii) Deposit in the National Savings Certificates;
- (ix) Twelve years National Defence Certificates;
- (x) Ten years Defence Deposits;
- (xi) National Defence Bonds and
- (xii) Unit Trust Certificates at 5% below market value or at the face value whichever is less. Also, FDR in favour of FA&CAO (free from any encumbrance) may be accepted.

(c) The Performance Guarantee shall be submitted by the successful bidder after the Letter of Acceptance (LOA) has been issued, but before signing of the contract agreement. This P.G. shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case, the time for completion of work gets extended, the Contractor shall get the validity of P.G. extended to cover such extended time for completion of work plus 60 days.

(d) The value of PG to be submitted by the Contractor is based on original contract value and shall not change due to subsequent variation(s) in the original contract value.

(e) The Performance Guarantee (PG) shall be released after physical completion of the work based on 'Completion Certificate' issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily.

(f) Whenever the contract is rescinded, the Performance Guarantee already submitted for the contract shall be encased.

(g) The Engineer shall not make a claim under the Performance Guarantee except for amounts to which the President of India is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:

(h) If a tender is accepted on the quoted rates of bidder which is below the advertised tender value, an additional performance security shall be submitted by the bidder as below:

Bid quoted in % of advertised cost	Additional Performance Guarantee (%)
Below 0-5% (inclusive)	Nil
Below 5%	5%

(i) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer may claim the full amount of the Performance Guarantee.

(ii) Failure by the Contractor to pay President of India any amount due, either as agreed by the Contractor or determined under any of the Clauses/Conditions of the Agreement, within 30 days of the service of notice to this effect by Engineer.

(iii) The Contract being determined or rescinded under clause 62 of these conditions.

27.1 (Bank Guarantees): “Bank Guarantees (BGS) to be submitted by suppliers/contractors should be sent directly to the concerned authorities by issuing bank under registered Post AD”. (Railway Board’s letter No. 2008/RS (G) / 779/2 Dated 29-04-2009.

27.2 Force Majeure Clause: If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics/ pandemics, strikes, lockouts or acts of God (hereinafter, referred to events) provided, notice of the happening of any such event is given by either party to the other within 30 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Engineer as to whether the works have been so resumed or not shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or in part of any obligation under this contract is

prevented or delayed by reason of any such event for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.

(A)Extension of Time in Contracts: (As per advance correction slip No. 1 dated 14.07.2022 issued against Clause 17 A, Part II of GCC April-2022)

Subject to any requirement in the contract as to completion of any portion or portions of the works before completion of whole, the Contractor shall fully and finally complete the whole of the works comprised in the contract (with such modifications as may be directed under conditions of this Contract) by the date entered in the contract or extended date in terms of the following clause:

(i)Extension due to Modification: If any modifications have been ordered which in opinion of the Engineer have materially increased the magnitude of the work, then such extension of the contracted date of completion may be granted as shall appear to the Engineer to be reasonable in the circumstances, provided moreover that the Contractor shall be responsible for requesting such extension of the date as may be considered necessary as soon as the cause thereof shall arise and in any case not less than one month before the expiry of the date for fixed for completion of the works.

(ii)Extension for Delay not due to Railway or Contractor: If in the opinion of the Engineer, the progress of work has any time been delayed by any act or neglect of Railway's employees or by other Contractor employed by the Railway under Sub-Clause (4) of Clause 20 of these Conditions or in executing the work not forming part of the contract but on which Contractor's performance necessarily depends or by reason of proceeding taken or threatened by or dispute with adjoining or to neighboring owners or public authority arising otherwise through the Contractor's own default etc. or by the delay authorized by the Engineer pending arbitration or in consequences of the Contractor not having received in due time necessary instructions from the Railway for which he shall have specially applied in writing to the Engineer or his authorized representative then upon happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer within 15 days of such happening, but shall nevertheless make constantly his best endeavors to bring down or make good the delay and shall do all that may be reasonably required of him to the satisfaction of the Engineer to proceed with the works. The Contractor may also indicate the period for which the work is likely to be delayed and shall be bound to ask for necessary extension of time.

(iii)Extension for Delay due to Railways: In event of any failure or delay by the Railway to hand over the Contractor possession of the lands necessary for the execution of the works or to give the necessary notice to commence the works or to provide the necessary drawings or instructions or any other delay caused by the Railway due to any other cause whatsoever, then such failure or delay shall in no way affect or vitiate the contract or alter the character thereof or entitle the Contractor to damages or compensation therefor, but in any such case, the Railway may grant such extension or extensions of the completion date as may be considered reasonable.

The Contractor shall indicate the period for which the work is likely to be delayed and shall seek extension of time as may be considered necessary under clause 17 A (i) or/ and 17A (ii) or/ and 17A (iii) above, as soon as the cause thereof shall arise and, in any case, not less than 15 days before the expiry of the date fixed for completion of the works. The Engineer shall consider the same and shall grant and communicate such extension of time as in his opinion is reasonable having regard to the nature and period of delay and the type and

quantum of work affected thereby. No other compensation shall be payable for works so carried forward to the extended period of time, the same rates, terms and conditions of contract being applicable, as if such extended period of time was originally provided in the original contract itself.

The non- submission of request for extension or submission of request within less than 15 days before the expiry of the date fixed for completion of the works, shall make him ineligible for extension under these sub clauses, subject to final decision of Engineer.

(B)Extension of Time with Liquidated Damages (LD) for delay due to Contractor: (As per advance correction slip No. 1 dated 14.07.2022 issued against Clause 17 B, Part II of GCC April-2022)

The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be essence of the contract and the works must be completed not later than the date (s) as specified in the contract. If the Contractor fails to complete the works within the time as specified in the Contract for the reasons other than the reasons specified in Clause 17 and 17A, the Railway may, if satisfied that the works can be completed by the contractor within reasonable short time thereafter, allow the Contractor for further extension of time (Proforma at Annexure-VII) as the Engineer may decide. On such extension the Railway will be entitled without prejudice to any other right and remedy available on that behalf, to recover from the Contractor as agreed damages and not by way of penalty for each week or part of the week, a sum calculated at the **rate of Liquidated Damages as decided by Engineer, between 0.05% to 0.30% of the contract value of the works for each week or part of the week.**

For the purpose of this Clause, the contract value of the works shall be taken as value of work as per contract agreement including any supplementary work order/contract agreement issued. Provided also, that the total amount of liquidated damages under this condition shall not exceed 5% of the contract value or of the total value of the item or groups of items of work for which a separate distinct completion period is specified in the contract.

Provided further, that if the Railway is not satisfied that the works can be completed by the Contractor and in the event of failure on the part of the contractor to complete the work within further extension of time allowed as aforesaid, the Railway shall be entitled without prejudice to any other right or remedy available in that behalf, to appropriate the contractor's Security Deposit and rescind the contract under Clause 62 of these Conditions, whether or not actual damage is caused by such default.

Note: - In a contract where extension (s) of time have been allowed once under 17B, further request(s) for extension of time under clause 17A can also be considered under exceptional circumstances. Such extension(s) time under clause 17A shall be without any Liquidated damages, but the Liquidated damages already recovered during extension(s) of time granted previously under clause 17B shall not be waived. However, Price variation during such extension(s) shall be dealt as applicable for extension(s) of time under clause 17B.

(C)Bonus for Early Completion of Work: In open tenders having advertised value more than Rs 50 crore and original period of completion 12 months or more, when there is no reduction in original scope of work by more than 10% , and no extension granted on either railway or Contractor's account, Contractor shall be entitled for a bonus of 1% for each 30 days early completion of work. The period of less 30 days shall be ignored while working out

bonus, The maximum bonus shall be limited to 5% of original contract value. The completion date shall be reckoned as the date of issuance of completion certificate by Engineer.

27.(3) Illegal Gratification: (As per advance correction slip No. 11 dated 13.03.2026 issued against Para 18(1) of Part-II of GCC April-2022)

Procuring authorities as well as bidders, contractors and consultants should observe the highest standard of ethics and should not indulge in the following prohibited practices, either directly or indirectly, at any stage during the procurement process or during execution of resultant contracts:

i) "Corrupt practice": making offers, solicitation or acceptance of bribe, rewards or gifts or any material benefit, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process or contract execution :

ii) "Fraudulent practice": any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. This includes making false declaration or providing false information for participation in a tender process or to secure a contract or in execution of the contract;

iii) "Anti-competitive practice": any collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002, between two or more bidders, with or without the knowledge of the procuring entity, that may impair the transparency, fairness and the progress of the procurement process or to establish bid prices at artificial, non-competitive levels;

iv) "Coercive practice": any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process or affect the execution of a contract;

v) "Conflict of interest" (COI): any personal, financial, or business relationship between the bidder and any personnel of the procuring entity who are directly or indirectly related to procurement or execution process of the contract, which can affect the decision of the procuring entity directly or indirectly;

vi) "Undue Advantage": improper use of information obtained by the bidder from the procuring entity with an intent to gain an unfair advantage in the procurement process or for personal gain. This also includes if the bidder (or his allied firm) provided services for the need assessment/procurement planning of the tender process in which he is participating;

vii) "Obstructive practice": materially impede the procuring entity's investigation of a procurement process either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements or by threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to such investigation or from pursuing the investigation; or by impeding the procuring entity's rights of audit or access to information;

27.(4) Punitive Provisions: (As per advance correction slip No. 11 dated 13.03.2026 issued against Para 18(2) of Part-II of GCC April-2022)

Without prejudice to and in addition to the rights of the procuring entity to other penal provisions as per the bid documents or contract, if the procuring entity comes to a conclusion that a (prospective) bidder/ contractor directly or through an agent, has violated this code of integrity in competing for the contract or in executing a contract, the procuring entity may take appropriate measures including one or more of the following:

- i) If his bids are under consideration in any procurement
 - a) Forfeiture or encashment of bid security;
 - b) calling off of any pre-contract negotiations; and
 - c) rejection and exclusion of the bidder from the procurement process
- ii) If a contract has already been awarded
 - a) Cancellation of the relevant contract and recovery of compensation for loss incurred by the procuring entity;
 - b) Forfeiture or encashment of any other security or bond relating to the procurement;
 - c) Recovery of payments including advance payments, if any, made by the procuring entity along with interest thereon at the prevailing rate;
- iii) Provisions in addition to above:
 - a) Removal from the list of enlisted contractors and banning/ debarment of the bidder from participation in future procurements of the procuring entity for a period not less than one year;
 - b) In case of anti-competitive practices, information for further processing may be filed under a signature of the Joint Secretary level officer, with the Competition Commission of India;
 - c) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.

Any question or dispute as to the commission of any such offence or compensation payable to the Railway under this Clause shall be settled by the General Manager of the Railway, in such a manner as he shall consider fit & sufficient and his decision shall be final & conclusive.

28.0 CONTRACT LABOUR; (GCC April-2022)

Wages to Labour: The Contractor shall be responsible to ensure compliance with the provision of the Minimum Wages Act, 1948 (hereinafter referred to as the “said Act”) and the Rules made thereunder in respect of any employees directly or through petty Contractors or sub-contractors employed by him for the purpose of carrying out this contract.

If, in compliance with the terms of the contract, the Contractor supplied any labour to be used wholly or partly under the direct orders and control of the Railways whether in connection with any work being executed by the Contractor or otherwise for the purpose of the Railway such labour shall, for the purpose of this Clause, still be deemed to be persons employed by the Contractor.

If any moneys shall, as a result of any claim or application made under the said Act be directed to be paid by the Railway, such money shall be deemed to be moneys payable to the Railway by the Contractor and on failure by the Contractor to repay the Railway any moneys paid by it as aforesaid within seven days after the same shall have been demanded, the Railways shall be entitled to recover the same from Contractor’s bills/Security Deposit or any other dues of Contractor with the Government of India.

28-A Apprentices Act: The Contractor shall be responsible to ensure compliance with the Provisions of the Apprentices Act, 1961 and the Rules and Orders issued thereunder from

time to time in respect of apprentices directly or through petty Contractors or sub-contractors employed by him for the purpose of carrying out the Contract.

If the Contractor directly or through petty Contractors or sub-contractors fails to do so, his failure will be a breach of the contract and the Railway may, in its discretion, rescind the contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation of the provisions of the Act.

28-B Provisions of Payments of Wages Act: The Contractor shall comply with the provisions of the Payment of Wages Act, 1936 and the rules made thereunder in respect of all employees employed by him either directly or through petty Contractors or sub-contractors in the works. If in compliance with the terms of the contract, the Contractor directly or through petty Contractors or sub-contractors shall supply any labour to be used wholly or partly under the direct orders and control of the Engineer whether in connection with the works to be executed hereunder or otherwise for the purpose of the Engineer, such labour shall nevertheless be deemed to comprise persons employed by the Contractor and any moneys which may be ordered to be paid by the Engineer shall be deemed to be moneys payable by the Engineer on behalf of the Contractor and the Engineer may on failure of the Contractor to repay such money to the Railways deduct the same from any moneys due to the Contractor in terms of the contract. The Railway shall be entitled to recover the same from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India all moneys paid or payable by the Railway by way of compensation of aforesaid or for costs of expenses in connection with any claim thereto and the decision of the Engineer upon any question arising out of the effect or force of this Clause shall be final and binding upon the Contractor.

29.A Provisions of Contract Labour (Regulation and Abolition) Act, 1970:

(1) The Contractor shall comply with the provision of the contract labour (Regulation and Abolition) Act, 1970 and the Contract labour (Regulation and Abolition) Central Rules 1971 as modified from time to time, wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules.

(2) The Contractor shall obtain a valid license under the aforesaid Act as modified from time to time before the commencement of the work and continues to have a valid license until the completion of the work. Any failure to fulfil the requirement shall attract the penal provision of the Act.

(3) The Contractor shall pay to the labour employed by him directly or through sub-contractors the wages as per provision of the aforesaid Act and the Rules wherever applicable. The Contractor shall notwithstanding the provisions of the contract to the contrary, cause to be paid the wages to labour, indirectly engaged on the works including any engaged by sub-contractors in connection with the said work, as if the labour had been immediately employed by him.

(4) In respect of all labour directly or indirectly employed in the work for performance of the Contractor's part of the contract, the Contractor shall comply with or cause to be complied with the provisions of the aforesaid Act and Rules wherever applicable.

(5) In every case in which, by virtue of the provisions of the aforesaid Act or the rules, the Railway is obliged to pay any amount of wages to a workman employed by the Contractor or his sub-contractor in execution of the work or to incur any expenditure on account of the contingent, liability of the Railway due to the Contractor's failure to fulfil his statutory

obligations under the aforesaid Act or the rules, the Railway will recover from the Contractor, the amount of wages so paid or the amount of expenditure so incurred and without prejudice to the rights of the Railway under the Section 20, Sub-Section (2) and Section 2, Sub-Section (4) of the aforesaid Act, the Railway shall be at liberty to recover such amount or part thereof from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India. The Railway shall not be bound to contest any claim made against it under Sub-Section (1) of Section 20 and Sub-Section (4) of Section 21 of the aforesaid Act except on the written request of the Contractor and upon his giving to the Railway full security for all costs for which the Railway might become liable in contesting such claim. The decision of the Chief Engineer regarding the amount actually recoverable from the Contractor as stated above shall be final and binding on the Contractor.

- 29-B. Provisions of Employees Provident Fund and Miscellaneous Provisions Act, 1952:** The Contractor shall comply with the provisions of Para 30 & 36-B of the Employees Provident Fund Scheme, 1952; Para 3 & 4 of Employees' Pension Scheme, 1995; and Para 7 & 8 of Employees Deposit Linked Insurance Scheme, 1976; as modified from time to time through enactment of "Employees Provident Fund & Miscellaneous Provisions Act, 1952", wherever applicable and shall also indemnify the Railway from and against any claims under the aforesaid Act and the Rules.
- 29-C (i)** Contractor is to abide by the provisions of various labour laws in terms of above clause 54,55. 55-A and 55-B of the Standard General Conditions of Contract. In order to ensure the same, an application has been developed and hosted on website 'www.shramikkalyan.indianrailways.gov.in'. Contractor shall register his firm/company etc. and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration/ updating of Portal shall be done as under:
- (a)** Contractor shall apply for onetime registration of his company/firm etc. in the Shramikkalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the contractor's registration in the portal within 7 days of receipt of such request.
- (b)** Contractor once approved by any Engineer, can create password with login ID (PAN No.) for subsequent use of portal for all Letter of Acceptances (LOAs) issued in his favour.
- (c)** The contractor once registered on the portal, shall provide details of his Letter of Acceptances (LOA)/ Contract Agreements on Shramikkalyan portal within 15 days of issue of any LOA for approval of concerned Engineer. Engineer shall update (if required) and approve the details of LOA filled by contractor within 7 days of receipt of such request.
- (d)** After approval of LOA by Engineer, contractor shall fill the salient details of contract labourers engaged in the contract and ensure updating of each wage payment to them on Shramikkalyan portal on monthly basis.
- (e)** It shall be mandatory upon the contractor to ensure correct and prompt uploading of all salient details of engaged contractual labour & payments made thereof after each wage period.
- 29-C (ii)** While processing payment of any 'On Account Bill' or 'Final Bill' or release of 'Advances' or 'Performance Guarantee / Security deposit', contractor shall submit a certificate to the Engineer or Engineer's representatives that "I have uploaded the correct details of contract labourers engaged in connection with this contract and payments made to

them during the wage period in Railway's Shramikkalyan portal at 'www.shramikkalyan.indianrailways.gov.in' till ____Month, ____Year."

29-D Provisions of "The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996" and "The Building and Other Construction Workers' Welfare Cess Act, 1996":

The tenderers, for carrying out any construction work, shall get themselves registered with the Registering Officer under Section-7 of the Building and Other Construction Workers Act, 1996 and rules made thereto by the concerned State Govt., and submit certificate of Registration issued from the Registering Officer of the concerned State Govt. (Labour Dept.). The Cess shall be deducted from contractor's bills as per provisions of the Act.

30.0 Reporting of Accidents: The Contractor shall be responsible for the safety of all employees directly or through petty Contractors or sub-contractor employed by him on the works and shall report serious accidents to any of them however and wherever occurring on the works to the Engineer or the Engineers Representative and shall make every arrangement to render all possible assistance.

31.0 Provision of Workmen's Compensation Act: In every case in which by virtue of the provisions of Section 12 Sub-Section (1) of the Workmen's Compensation Act 1923, Railway is obliged to pay compensation to a workman directly or through petty Contractor or sub-contractor or employed by the Contractor in executing the work, Railway will recover from the Contractor the amount of the compensation so paid, and, without prejudice to the rights of Railway under Section 12 Sub-section (2) of the said Act, Railway shall be at liberty to recover such amount or any part thereof from Contractor's bills/Security Deposit or any other dues of Contractor with the Government of India. Railway shall not be bound to contest any claim made against it under Section 12 Sub-Section (1) of the said Act except on the written request of the Contractor and upon his giving to Railway full security for all costs for which Railway might become liable in consequence of contesting such claim.

31-A Provision of Mines Act: The Contractor shall observe and perform all the provisions of the Mines Act, 1952 or any statutory modifications or re-enactment thereof for the time being in force and any rules and regulations made thereunder in respect of all the persons directly or through the petty Contractors or sub-contractors employed by him under this contract and shall indemnify the Railway from and against any claims under the Mines Act, or the rules and regulations framed thereunder, by or on behalf of any persons employed by him or otherwise.

32.0 Railway not to Provide Quarters for Contractors: No quarters shall normally be provided by the Railway for the accommodation of the Contractor or any of his staff employed on the work. In exceptional cases where accommodation is provided to the Contractor at the Railway's discretion, recoveries shall be made at such rates as may be fixed by the Railway for the full rent of the buildings and equipment's therein as well as charges for electric current, water supply and conservancy.

(1) Labour Camps: The Contractor shall at his own expense make adequate arrangements for the housing, supply of drinking water and provision of latrines and urinals for his staff and workmen, directly or through the petty Contractors or sub-contractors and for temporary crèche (Bal-Mandir) where 50 or more women are employed at a time. Suitable sites on Railway land, if available, may be allotted to the Contractor for the erection of labour camps, either free of charge or on such terms and conditions that may be prescribed by the Railway.

All camp sites shall be maintained in clean and sanitary conditions by the Contractor at his own cost.

(2) Compliance to Rules for Employment of Labour: The Contractor(s) shall conform to all laws, bye-laws rules and regulations for the time being in force pertaining to the employment of local or imported labour and shall take all necessary precautions to ensure and preserve the health and safety of all staff employed directly or through petty contractors or sub-contractors on the works.

(3) Preservation of Peace: The Contractor shall take requisite precautions and use his best endeavours to

(i) Prevent any riotous or unlawful behaviour by or amongst his workmen and other employed directly or through the petty Contractors or sub-contractors on the works and for the preservation of peace and protection of the inhabitants and

(ii) Security of property in the neighbourhood of the works. In the event of the Railway requiring the maintenance of a Special Police Force at or in the vicinity of the site during the tenure of works, the expenses thereof shall be borne by the Contractor and if paid by the Railway shall be recoverable from the Contractor.

(4) Sanitary Arrangements: The Contractor shall obey all sanitary rules and carry out all sanitary measures that may from time to time be prescribed by the Railway Medical Authority and permit inspection of all sanitary arrangements at all times by the Engineer, the Engineer's Representative or the Medical Staff of the Railway. Should the Contractor fail to make the adequate sanitary arrangements, these will be provided by the Railway and the cost thereof recovered from the Contractor.

(5) Outbreak of Infectious Disease: The Contractor shall remove from his camp such labour and their families as refuse protective inoculation and vaccination when called upon to do so by the Engineer or the Engineer's representative on the advice of the Railway Medical Authority. Should cholera, plague, or other infectious disease break out, the Contractor shall burn the huts, beddings, clothes and other belongings of or used by the infected parties and promptly erect new huts on healthy sites as required by the Engineer, failing which within the time specified in the Engineer's requisition, the work may be done by the Railway and the cost thereof recovered from the Contractor.

(6) Treatment of Contractor's Staff in Railway Hospitals: The Contractor and his staff, other than labourers and their families requiring medical aid from the railway hospital and dispensaries will be treated as private patients and charged accordingly. The Contractors' labourers and their Families will be granted free treatment in railway hospitals and dispensaries where no other hospitals or dispensaries are available provided the Contractor pays the cost of medicines, dressing and diet money according to the normal scale and additional charges for special examinations such as pathological and bacteriological examination, X-Ray, etc. and for surgical operation.

(7) Medical Facilities at Site: The Contractor shall provide medical facilities at the site as may be prescribed by the Engineer on the advice of the Railway Medical Authority in relation to the strength of the Contractor's resident staff and workmen.

(8) Use of Intoxicants: The sale of ardent spirits or other intoxicating beverages upon the work or in any of the buildings, encampments or tenements owned, occupied by or within the control of the Contractor or any of his employees shall be forbidden and the Contractor shall

exercise his influence and authority to the utmost extent to secure strict compliance with this condition.

(9) Restrictions on the Employment of Retired Engineers of Railway Services within One Year of their Retirement: The Contractor shall not, if he is a retired Government Engineer of Gazetted rank, himself engage in or employ or associate a retired Government Engineer of Gazetted rank, who has not completed one year from the date of retirement, in connection with this contract in any manner whatsoever without obtaining prior permission of the President and if the Contractor is found to have contravened this provision it will constitute a breach of contract and administration will be entitled to terminate the contract and forfeit his performance Gurantee as well as Security Deposit.

33. **(i) Non-Employment of Labourers below the age of 15:** The Contractor shall not employ children below the age of 15 as labourers directly or through petty Contractors or sub-contractors for the execution of work.

(ii) Medical Certificate of Fitness for Labour: It is agreed that the Contractor shall not employ a person above 15 and below 19 years of age for the purpose of execution of work under the contract unless a medical certificate of fitness in the prescribed form (Proforma at Annexure-VIII) granted to him by a certifying surgeon certifying that he is fit to work as an adult, is obtained and kept in the custody of the Contractor or a person nominated by him in this behalf and the person carries with him, while at work; a token giving a reference to such certificate. It is further agreed that the responsibility for having the adolescent examined medically at the time of appointment or periodically till he attains the age of 19 years shall devolve entirely on the Contractor and all the expenses to be incurred on this account shall be borne by him and no fee shall be charged from the adolescent or his parent for such medical examination.

(iii) Period of Validity of Medical Fitness Certificate: A certificate of fitness granted or renewed for the above said purposes shall be valid only for a period of one year at a time. The certifying surgeon shall revoke a certificate granted or renewed if in his opinion the holder of it, is no longer fit for work in the capacity stated therein. Where a certifying surgeon refuses to grant or renew a certificate or revoke a certificate, he shall, if so required by the person concerned, state his reasons in writing for doing so.

(iv) Medical Re-Examination of Labourer: Where any official appointed in this behalf by the Ministry of Labour is of the opinion that any person employed in connection with the execution of any work under this contract in the age group 15 to 19 years is without a certificate of fitness or is having a certificate of fitness but no longer fit to work in the capacity stated in the certificate, he may serve on the Contractor, or on the person nominated by him in this regard, a notice requiring that such persons shall be examined by a certifying surgeon and such person shall not if the concerned official so directs, be employed or permitted to do any work under this contract unless he has been medically examined and certified that he is fit to work in the capacity stated in the certificate.

34. **EXPLANATIONS:**

(1) Only Qualified Medical Practitioners can be appointed as "Certifying Surgeons" and the term "Qualified Medical Practitioners" means a person holding a qualification granted by an authority specified in the Schedule to the Indian Medical Degrees Act, 1916 (VII to 1916) or in the Schedule to the Indian Medical Council Act, 1933 (XXVII) of 1933

(2) The Certifying surgeon may be a medical officer in the service of State or Municipal Corporation.

35. **Price Variation Clause (PVC):** Price variation clause shall be applicable only interder having advertised value above **Rs. 2 Crores.** (As per advance correction slip No. 1 dated 14.07.2022 issued against clause 46A of GCC April/2022). The Price Variation Clause (PVC) of General Conditions of Contract (GCC) shall not apply to such a works contract which is either an Annual Maintenance Contract (AMC) or a Zonal Contract (As per Railway Boards letter No. 2013/CE-I/CT/O/10/PVC/Pt.I dated 27-01-2015).
36. **Implementation of SFMS for Online Verification of Bank Guarantee Bonds through AIMS Portal :** As Railway Board's letter no. BK/72/583/Pt.-VI dated 23.10.2025. The procedure of Structured Financial Messaging System (SFMS) has been made **mandatory** for all Bank Guarantee (B.G.) Bonds submitted by contractors/bidders participating in Railway tender/contracts. Whenever a contractor or bidder is required to submit a B.G. Bond, it must be ensured that the same is generated through the SFMS platform by the issuing bank. This is essential for enabling **online verification of the B.G. Bond through the AIMS portal**, which has been developed to verify the genuineness of B.G. Bonds and to prevent any possibility of fraud arising from fake or forged guarantees.
37. **Para 7(a) (i) of Part-II of GCC April-2022: (As per advance correction slip No.11 dated 13.03.2026 :** The Contractor shall not sub-contract the Works comprising more than 40% (forty percent) of the Contract Price and shall carry out Works for at least 60% (sixty percent) of the total Contract Price directly under its own supervision and through its own personnel. The Parties expressly agree that for the purpose of computing the value of sub-contract Price shall exclude any sub-contract for the procurement of goods and equipment like rails, sleepers and track fittings, signaling and telecommunication & Power supply equipment. The Parties agree that all obligations and liabilities under this Agreement for the entire Railway Project shall at all time remain with the Contract. {The parties agree that works equal to at least 30% (thirty percent) of the Contract Price shall be discharged solely by the Lead Member}\$.

Procurement of material, hire of equipment or engagement of labour by prime contractor or procuring entity will not mean sub-contracting.

\$ May be deleted if the Contractor is not a Consortium/Joint Venture.
38. **Annexure-VI of GCC April 2022 (As per Advance correction slip No. 11 dated 13.03.2026):** For tenders having advertised value more than Rs. 10 crore wherein eligibility criteria include Bid Capacity also, the tenderer will be qualified only if its available bid capacity is equal to or more than the total bid value of the present tender.
39. **Penalty provision :-**
- (i) In case the contractor fails to execute the work in whole or in part of any sanctioned work order and if administration decide not to go for the risk and cost tender, in circumstances, the following penalties whichever in higher shall be imposed upon the contractor.
- Difference of value of work for failure items of sanctioned subsidiary work order at accepted rate for next zonal contractor for same area, or
 - The amount @ 10.00% of the value of sanctioned subsidiary work order.

(ii) If the contractors fail to sign the work order (within the over all CA value) with 3 days of receipt of such notice in writing, the work order will be passed by the competent authority without contractor signature and will be binding on the contractor to complete the said work within the stipulated time. In case of failure, the amount of penalty will be recovered as per the above para 39(i).

40. **Contracts for Zone works :** As per Indian Railways Code For The Engineering Department, Chapter XII, Para 1209 : The zonal contracts should be for the period from 1st July to 30th of June, The contracts for these works or supplies should as a rule , be on a yearly basis.